

SERIAL 05019 C ASPHALT, EMULSIFIED & OIL & PETROLEUM RESIN

DATE OF LAST REVISION: March 23, 206 CONTRACT END DATE: May 31, 2008

CONTRACT PERIOD THROUGH MAY 31, 2008

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **ASPHALT, EMULSIFIED & OIL & PETROLEUM RESIN**
(NIGP CODES 74508, 74512, 74556)

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **May 18, 2005**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

WP/mm
Attach

Copy to: Clerk of the Board
Jim Baker, MCDOT
Kathy Sicard, Materials Management

(Please remove Serial 03005-C from your contract notebooks)

SPECIFICATIONS ON INVITATION FOR BID FOR: **ASPHALT, EMULSIFIED AND OIL AND PETROLEUM RESIN**

1.0 INTENT:

The intent of this Invitation for Bid is to establish a contract for asphalt products . Also included are blanket discounts for related supplies as covered by current pricing documents. Amendments, supplements and/or revisions will be effective upon receipt and approval of notice to the Department of Materials Management. Quantities of material anticipated to be purchased on an annual basis are listed on the pricing pages. All bidders should understand that the usage quantities listed are “best estimates” and may vary greatly in actuality.

2.0 TECHNICAL SPECIFICATIONS:

Quantity of material and delivery point: ASPHALT, EMULSIFIED, AND OIL AND PETROLEUM RESIN in amounts to be specified on purchase orders and at times designated by the Maricopa County Department of Transportation (MCDOT).

3.9 PETROLEUM RESIN:

Petroleum resinous type emulsion, CohereX™ or approved equal, shall meet the requirements of section 792 of the Maricopa Association of Governments Uniform Standard Specification for Public Works Construction, latest edition and revision.

3.10 LIQUID AND EMULSIFIED ASPHALT:

MC-70, MC-250, MC-800, CSS-1H and SS-1H, shall meet the requirements of sections 712 and 713 of the Maricopa Association of Governments Uniform Standard Specification for Public Works Construction, latest edition and revision.

SC-3000 shall meet the requirements of ASTM D-2026, current edition.

MC-800TR shall meet the requirements of Table 1.

TABLE 1 – MC-800TR (ASTM D2027 modified)		
PROPERTY	TEST METHOD	REQUIREMENT
Digested Tire rubber, %		8-10
Kin. Viscosity, 275F, cst	ASTM D2170	800-1600
Flash Point, C.O.C., F	ASTM D92	150Min
Water, Vol%	ASTM D95	0.2 Max.
Distillation Test:	ASTM 402	
Vol. % of Total Distillate to 680F:		
To 437F		0-35
To 500F,		45-80
To 600F		
Residue from Distillation, Vol. %		75Min
Test on residue from Distillation:		
Viscosity, 140F, poise	ASTM D2171	300-1200
Ductility, 77F, cm	ASTM D113	100Min.
Solubility in TCE, wt%	ASTM D2042	97.0

3.11 MODIFIED EMULSIFIED ASPHALT: (FOR CHIP SEALING)

CRS-2H + LATEX OR SBS POLYMER, MODIFIED ASPHALT EMULSION SHALL MEET THE REQUIREMENTS OF TABLE 2.

TABLE 2 - LATEX MODIFIED EMULSIFIED ASPHALT			
REQUIREMENTS			
PROPERTY	TEST METHOD	LATEX MODIFIED	SBS MODIFIED
Saybolt Furol Viscosity @ 77°F, SFS	ASTM D-244	75 to 300	NA
@ 122 F, SFS			100-400
Settlement, 5 Days, %	ASTM D-244	5 max.	5 max.
Particle Charge	ASTM D-244	Positive	Positive
Storage Stability 1 day, %	ASTM D-244	1 max.	1 max.
pH	ASTM E-70	NA	6.7 max.
Sieve Test, %	ASTM D-244	0.10 max.	0.30 max.
Residue by, Evaporation, %	ASTM D-244	65 min.	65 min.
Demulsibility, %	ASTM D-244	40 min.	40 min.
<i>Test on Residue by Evaporation - (CT 331)</i>			
Latex or SBS Solids, % (Note 1)	Certificate of Compliance required	2 min.	2.5 min.
Kinematic Viscosity, 275°F,cSt	ASTM D-2170	700 min.	NA
Abs. Viscosity, 140F, Poise	ASTM D-2171	NA	Report
Penetration @ 77F, 100g/5 sec, dmm	ASTM D-5	40 - 90	40 - 100
Ductility,@ 77°F, 5cm/min, cm	ASTM D-113	75 min.	40 min.
Elastic Recovery, %	AASHTO T301	NA	58 min.
Torsional Recovery @ 77°F, %	CT332	18 min.	NA
Toughness, inch-pounds	ASTM D-5801	NA	150 min.
Tenacity, inch-pounds	ASTM D-5801	NA	110 min.
Solubility in TCE, %	ASTM D-2042	97.5 min.	97.5 min.

Note: (1) By weight of total solids, Asphalt plus Latex solids, or SBS polymer.

3.12 RUBBER ASPHALT BINDER (RAB): (FOR CHIP SEALING)

RUBBER ASPHALT BINDER (RAB) SHALL MEET THE REQUIREMENTS OF TABLE 3:

TABLE 3 - RUBBER ASPHALT BINDER (RAB)		
PROPERTY	TEST METHOD	REQUIREMENT
Ground Tire Rubber Content, % of weight of total RAB	Certificate of Compliance required	5.0 min.
SBS Polymer, %	Certificate of Compliance required	2-3
Penetration @ 77°F, 100g/5 sec, dmm	ASTM D-5	55-75
Kinematic Viscosity @ 275°F, cSt	ASTM D-2170	2000 max.
Softening Point, °F	ASTM D-36	140 min.
Solubility, %	ASTM D-2042	97.5 min.
Elastic recovery @ 77°F, 5cm/min, % Recovery after 1 hour	ASTM D-6084 Modified (Modify 10cm to 20cm)	55 min.
Separation of Polymer, 325° F, %	TEX 540-C (see Note)	Report
Retained Penetration Ratio (RTFO Pen. @ 77°F, 100g / 5 sec) (Original Pen. @ 77° F)	ASTM D-5	0.6 - 1.0

Note: A 350-gram sample of the RAB is poured into a friction-top pint can (approximately 3-1/2 inch diameter by 4 inch height) and stored for 48 hours at 325°F. Upon completion of storage time the sample is visually examined for separation of polymer from the asphalt (smoothness and homogeneity). If after visual evaluation a question still exists about the separation of polymer, samples will be taken from the top and bottom for softening point determination. A difference between the softening points of top and bottom samples of 4 percent or more, based on the average of the top and bottom softening points, constitutes separation (Tex 540-C).

Application and storage temperatures shall comply with the following requirements:

Type-Grade	Recommended Range, °F	Max. Allowable, °F	Max. Heating and Storage, °F
RAB	325-360	375	375 (see Note below)

Note: Maximum temperature for storage by the Asphalt Supplier or the Contractor shall be 360°F. For RAB designated for surface treatment work, the temperature of the modified asphalt binder may be increased to a maximum of 375°F by the supplier loading through an in-line heater, or by the Contractor just prior to application. In any case, the heating, storage, and application temperatures used shall be the lowest temperatures practical.

3.13 ASPHALT ACRYLIC SEAL: (FOR PRESERVATIVE SEALING)

ASPHALT ACRYLIC SEAL SHALL MEET THE REQUIREMENT OF TABLE 4:

TABLE 4 - ASPHALT ACRYLIC SEAL		
PROPERTY	TEST METHOD	REQUIREMENT
Saybolt Furol Viscosity, 77°F, SFS	AASHTO T-72	15 to 40
Sieve, %	AASHTO T-59	0.1 max.
Acrylic solids, % (note 1)	CA CT 401	15 min.
Residue by Evaporation, %	AASHTO T-59	53 min.
Tests on Residue (Note 2) by Low Temperature Vacuum Distillation (AZ 504)		
Elongation, @max stress, @77°F, % Note 2	AASHTO T-59	25 min.
Elongation @ break, % Note 2	AASHTO T-59	800 min.
Exposure, Q.U.V.	(Note 3)	450 min.
Softening point, °F	AASHTO T-53	130 min.
Ductility @ 77°F, 5cm/min, cm	AASHTO T-51	20 min.
Penetration @ 77°F, 100g/5 sec, dmm	AASHTO T-49	20 to 80

Note: (1) The uncured Acrylic Polymer Latex Elastomer shall be composed of 100% vinyl acrylic polymer or acrylic monomers formulated without plasticizers.

Note: (2) Dogbone 0.125 inch by 0.250 inch, aged 73°F ± 2°F, 50% relative humidity, one week before testing. One-inch gauge length, 8 inches per minute pull rate.

Note: (3) Concentrate diluted with water (2/1), spread rate 80 square Feet per gallon (25 mil dry film). Film cured over night at 77°F. Testing done using Zenon Arc per ASTM D-529 modified.

3.9 TIRE RUBBER MODIFIED SURFACE SEAL (TRMSS): (FOR PRESERVATIVE SEALING)

**TIRE RUBBER MODIFIED SURFACE SEAL SHALL MEET THE REQUIREMENT OF
TABLE 5:**

TABLE 5 – TIRE RUBBER MODIFIED SURFACE SEAL (TRMSS)		
PROPERTY	TEST METHOD	REQUIREMENT
Viscosity, Kreb Unit (KU)	ASTM D 562	35-65
Weight/Gallon	ASTM D2939.07	8.3-8.6
Residue by Evaporation%	ASTM D2939.08	35-45
Sieve Analysis	ASTM244 (sec.44-47)	0.1 max
Performance criteria Testing, Note (1)		
Wet Track Abrasion, %, Note (2)	ISSA (TB-100)	<5
Accelerated Weathering Test, Note (3)	ASTM G 154	Pass
Asphalt Cement Certificate Of Compliance (4)		
Ground Whole Tire Rubber %	Certificate of compliance	10 min.
Penetration 77 F,100g,5sec,dmm	ASTM D5	15-55.
Softening Point, F	ASTM D36	130
Solubility % (3 set average)	ASTM D2042	97.5

Note: (1) TRMSS diluted, ready –to-use.

Note: (2) Calculated weight loss, percentage of original Volume, 1 hour soak.

Note: (3) 1,000 hours. UVA-340 lamp, 0.77 W/m²(V1.0 calibration), 8 hours UV light @ 50C, 5min. spray, 3.55 hours condensation @ 50C.

Note: (4) Ground whole tire rubber modified asphalt cement.

2.7 HIGH FLOAT MULTIGRADE ASPHALT: (FOR CHIP SEALING)

HIGH FLOAT MULTIGRADE ASPHALT CEMENT SHALL MEET THE REQUIREMENTS OF TABLE 6:

TABLE 6 - HIGH FLOAT MULTIGRADE ASPHALT		
PROPERTY	TEST METHOD	REQUIREMENT
Absolute Viscosity @ 60° C, sec, Poise	ASTM D-4957	2,000-35,000
Flash Point, °C	ASTM D-92 Note 1	66 Min.
Distillation Test:		
Total Distillate Volume, % Note 2		
To 225 °C	ASTM D-402	0-2
To 260 °C	ASTM D-402	0-5
To 316 °C	ASTM D-402	15-75
Residue from distillate distillation , % Volume by Difference,	ASTM D-402	85 Min.
Water, %	ASTM D-95	1.0 Max.
Tests on Residue from Distillation:		
Penetration @ 25 °C, 100g, 5 sec., dmm.	ASTM D-5	75-260
Float Test @ 60° C, sec.	ASTM D-139	1200 Min.
Solubility, %	ASTM D-2042	99.0 min.

Note:(1) Refer to ASTM D-1310 for flash points below 79°C

Note:(2) This is based on the % of total distillate and not the total sample.

2.8 HEATED WATER & TRUCK FLUSHING SERVICES:

Vendor shall provide hot water to the County at vendor's terminal at a minimum temperature of 130°F to enable the County to dilute emulsified products if so desired. The vendor shall include in this bid a cost for truck flushing service. This service will enable the County to clean distributor trucks, by dissolving with cutback, previously used material in the trucks.

Vendor shall have facilities providing hot water and truck flushing service at the same address/facility where product is stored.

3.9 MATERIAL REJECTION:

Material supplied/delivered by the vendor which, after testing, if found not to meet minimum specifications will be adjusted and/or rejected in accordance with Section 105 of the Maricopa Association of Governments Uniform Standard Specifications for Public Works Construction, latest edition and revision.

All products shall meet the specifications as noted in this bid. All equivalents must have prior testing and approval by the Maricopa County Department of Transportation. No substitute products allowed.

3.10 STORAGE FACILITIES:

Vendor shall have storage facilities in the Phoenix metropolitan area where the County can use their own equipment to pick up reasonable and minimum quantities of contract materials as needed from 5:00 A.M. to 5:00 P.M. on weekdays and from 5:00 A.M. to 5:00 P.M. on Saturdays. Vendor shall provide Certified scales and Certified Weighmaster at its storage facility.

3.11 DELIVERY:

Vendor will be required to deliver material on 24 hours notice to any section of Maricopa County. Typically, vendor will be required to deliver not less than 10-ton loads unless specifically instructed to deliver a smaller quantity. Flat rates for material delivery and return will be stated by the vendor by zone on the pricing pages of this call for bids.

3.12 CANCELLATION:

Maricopa County retains the right to cancel order or delivery at any time in event of inclement weather or other emergency, and vendor shall then deliver the specified materials at proper temperature to the County at a new time at no additional cost.

3.13 EQUIPMENT & PRICES:

Vendor may be called upon to furnish a one man bituminous distributor truck with a capacity of not less than 1300 gallons. Distributor trucks shall comply with ADOT Standard Specifications for Road and Bridge Construction, Section 404, latest edition and revision, and must have a computerized distribution system. Vendor shall include in the bid the distributor truck rental price per hour, fully operated, and maintained for one man operation.

Vendor shall also submit prices in this bid for storage tanker rental, transport standby time, delivery flat rate, and return delivery flat rates.

3.14 PRICE ADJUSTMENTS:

Prices shall be in effect for the duration of the contract at the unit prices bid, with a price adjustment as follows:

The term "bituminous material" as used herein shall include asphalt cement, liquid asphalt and emulsified asphalt.

"Initial cost" of bituminous materials as used herein shall mean the cost as determined by the ADOT Price Adjustment for Bituminous Material for the month bids are opened (See <http://www.azdot.gov/highway/cns/bitmat.asp>).

The contract unit price for each item that contains bituminous material will be considered to include all costs of materials as required, including the "initial cost" of bituminous material. This initial cost of bituminous material will be based on the ADOT Monthly Index as follows:

The adjustment in compensation, either increase or decrease, for bituminous material will be based on the dollar amount change in the ADOT Monthly Index from the month in which the contract was bid compared to the month in which the material was used, on a calendar month basis. This adjustment will apply only to the amount of bituminous material used in the bid item and not to the overall unit cost. The amount of bituminous material in each bid item will be as follows:

MC's and liquid asphalt	100%
Terminal blend asphalt rubber	93%
Emulsions, Concentrate	60%
Diluted 2:1	40%
Diluted 1:1	30%

Additionally, the adjustment for compensation for bituminous materials will be based on the tons of bituminous material prior to dilution. This adjustment will apply to bituminous material only.

A sample of the formula is as follows:

$(\$ \text{ amount change in ADOT index}) \times (\% \text{ of bituminous material}) + (\text{amount bid})$

The bidder certifies in signing this bid that the price will be no higher than the lowest price the bidder charges other buyers for similar quantities under similar conditions.

3.15 DELIVERY/APPLICATION VENDORS:

Material vendor shall be fully responsible for the delivery/application of material. All third party delivery/application vendors must be contracted to the material vendor.

3.16 VENDOR ACKNOWLEDGEMENT:

Vendor signature below acknowledges that all of the specifications herein are met, or that exceptions to these specifications are fully identified in attached data. Amplifying data attached, if any, shall be clearly identified and specific.

3.17 RETURNED MATERIAL CREDIT:

Any material returned (other than rejected material) by the County, shall be credited to the County at the same rate paid.

3.18 ACCEPTANCE:

Once the Materials have been delivered, the Using Agency shall have a reasonable opportunity to inspect them. The Using Agency shall have seven (7) days to perform its acceptance testing and inspection of the Products, after which time the Materials shall be deemed accepted unless the Using Agency rejects the Materials.

3.19 TESTING:

Unless otherwise specified, materials purchased will be inspected by the Using Agency to ensure the Products meet the quality and quantity requirements of the Specifications. When deemed necessary by the County, samples of the products may be taken at random from stock received for submission to a commercial laboratory or other appropriate agency for analysis and tests as to whether the products conform in all respects to the Specifications. In cases where commercial laboratory reports indicate that the products do not meet the Specifications, the expense of such analysis is to be borne by the Contractor.

3.20 STOCK:

The Contractor shall be expected to stock locally sufficient quantities as may be necessary to meet the County's needs.

3.21 SAMPLES:

Contractors may be requested to furnish samples of products bid for examination by the County. Any items so requested shall be furnished within five (5) working days from the date of request and furnished at no cost to the County and sent to the address designated in the Invitation for Bids.

3.22 WAREHOUSE/DISTRIBUTION CENTER:

The Contractor shall have access to a local warehouse/distribution center within the Phoenix metropolitan area capable of providing the products listed herein at the time of bid submission. Maricopa County reserves the right to inspect such warehouse/distribution center(s) to ensure compliance with terms and conditions of this solicitation.

3.23 ADDITIONAL PRICING:

Contractors are strongly encouraged to offer additional pricing for related items/products/components, which are not specifically addressed as line items in the Invitation For Bids. Pricing offered should be noted on the pricing pages of the Contractor response in the format requested. Two (2) sets of catalogs/pricing documents shall accompany any additional pricing offered.

4.0 SPECIAL TERMS & CONDITIONS:

1.1 CONTRACT LENGTH:

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a three (3) year period.

1.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3) additional years. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

1.3 ESCALATION:

Justification for the requested adjustment in cost of labor and/or materials must be supported by appropriate documentation. Increases are subject to approval in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

1.4 EVALUATION CRITERIA:

The evaluation of this Bid will be based on, but not limited to, the following:

1.4.1 Compliance with specifications

1.4.2 Price

1.4.3 Determination of responsibility

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

1.5 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

1.6 TAX:

No tax shall be levied against labor. Bid pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in bid price.

1.7 ORDERING AUTHORITY:

Contractors should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Materials Management.

1.8 INDEMNIFICATION AND INSURANCE:

1.8.1 INDEMNIFICATION.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

1.8.2 Abrogation of Arizona Revised Statutes Section 34-226.

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, **CONTRACTOR** shall defend, indemnify and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless, **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including **COUNTY**.

The scope of this indemnification does not extend to the sole negligence of **COUNTY**.

1.8.3 Insurance Requirements.

CONTRACTOR, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of **COUNTY**. The form of any insurance policies and forms must be acceptable to **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of **COUNTY**, constitute a material breach of this Contract.

CONTRACTOR'S insurance shall be primary insurance as respects **COUNTY**, and any insurance or self-insurance maintained by **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect **COUNTY**.

The insurance policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to **COUNTY** under such policies. **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and **COUNTY**, at its option, may require **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

COUNTY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

3.8.3.1 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision, which would serve to limit third party action over claims.

The CGL and the commercial umbrella coverage, if any, additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 10 01, and shall include coverage for **CONTRACTOR'S** operations and products.

3.8.3.2 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance with a combined single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (including owned, hired, non-owned), assigned to or used in the performance of this Contract. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

3.8.3.3 Workers' Compensation. **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

CONTRACTOR waives all rights against **COUNTY** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by **CONTRACTOR** pursuant to this agreement.

In case any work is subcontracted, **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of **CONTRACTOR**.

3.8.4 Certificates of Insurance.

3.9.4.2 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

3.8.4.2 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to **COUNTY** fifteen (15) days prior to the expiration date.

3.8.4.2.1 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.9 **FAILURE TO EXECUTE:**

Upon failure of the successful Contractor to execute the contract, the bid security shall be forfeited to the County, not as a penalty but as liquidated damages to offset the cost to the County of conducting another invitation for bids. Contractor acknowledges that the County's loss as a result of the Contractor's failure to execute a contract would be difficult to determine, and that the value of the bid security is a fair and reasonable estimate of what those damages might be.

3.10 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

WALT PRICE, PROCUREMENT CONSULTANT, 602-506-3454
(wprice@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

JIM BAKER, TRANSPORTATION, 602-506-4054
(JimBaker@mail.maricopa.gov)

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.11 SUBMISSION PRICE CLARITY:

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.12 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

Respondents are to provide one (1) original (labeled), one extra hard copy and one (1) electronic copy of pricing on CD or diskette. Respondents are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. **A corporate official who has been authorized to make such commitments must sign bids.**

3.13 CONTRACTOR REVIEW OF DOCUMENTS:

Contractor shall review its bid submission to assure the following requirements are met.

3.13.1 One (1) original and one (1) copy of all submissions is MANDATORY

3.13.2 Pricing pages, MANDATORY (Attachment A)

3.13.3 Agreement page, MANDATORY (Attachment B)

3.9.4 References (Attachment C)

3.9.5 New On-line Vendor Registration (Exhibit 1), MANDATORY

PARAMOUNT PETROLEUM CORP., 1935 W MCDOWELL ROAD, PHOENIX, AZ 85009

PRICING SHEET C561002/B0604556 NIGP CODES 74508, 74512, 74556

~~PRICING SHEET C970111/B0603718~~

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

PRICING:

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

Pricing, per specifications, ROAD AND HIGHWAY BUILDING MATERIALS (ASPHALTIC):

ASPHALT, LIQUID AND EMULSIFIED AND PETROLEUM RESIN

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>ESTIMATED ANNUAL USAGE</u>	<u>UNIT</u>
6.1	Petroleum Resin:		No Bid
6.2	Liquid and Emulsified asphalt:		
6.2.1	MC-70	235	\$390.00 /Ton
6.2.2	MC-250	235	\$325.00 /Ton
6.2.3	MC-800	235	\$300.00 /Ton
6.2.4	SC-3000	235	\$275.00 /Ton
6.2.5	MC-800TR	235	\$335.00 /Ton
6.2.5	SS-1H	235	\$205.00 /Ton
6.2.7	CSS-1H	235	\$225.00 /Ton
6.3	MODIFIED EMULSIFIED ASPHALT:		
6.3.1	CRS-2H +LATEX	534	\$235.00 /Ton
6.3.2	BRAND NAME: LMCRS-2		
6.3.3.	CRS-2P	534	\$235.00 /Ton
6.3.4	BRAND NAME: CRS-2P		
6.4	RUBBERIZED ASPHALT BINDER		
6.4.1	RUBBERIZED ASPHALT BINDER	7716	\$320.00 /Ton
6.4.2	BRAND NAME: AC15-5TR		

PARAMOUNT PETROLEUM CORP., 1935 W MCDOWELL ROAD, PHOENIX, AZ 85009

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>ESTIMATED ANNUAL USAGE</u>	<u>UNIT</u>
6.5	ACRYLIC SEAL ASPHALT	804	
6.5.1	ASPHALT ACRYLIC	804	No Bid
3.9.4	BRAND NAME:_____		
6.6	TIRE RUBBER MODIFIED SURFACE SEAL		
6.6.1	TIRE RUBBER MODIFIED SURFACE SEAL 300		\$300.00 /Ton
6.6.2	BRAND NAME: TRMSS DILUTED 2:1 2 PARTS WATER / 1 PART CONC.		
6.7	HIGHFLOAT MULTIGRADE ASPHALT:		
6.7.1	HIGHFLOAT MULTIGRADE ASPHALT: 804		\$405.00 /Ton
6.7.2	BRAND NAME:		
6.8	HEATED WATER & TRUCK FLUSH SERVICE		
6.8.1	HEATED WATER	5,000	\$0.10 /Gal.
6.8.2	TRUCK FLUSH SERVICE		\$400.00 /Each
6.9	DELIVERY FLAT RATE:		
	ZONE 1/EACH TRIP		\$400.00 /Trip
	ZONE 2/EACH TRIP		\$400.00 450.00 /Trip
	ZONE 3/EACH TRIP		\$400.00 500.00 /Trip
	ZONE 4/EACH TRIP		\$400.00 550.00 /Trip
6.10	RETURN DELIVERY FLAT RATE:		
	ZONE 1/EACH TRIP		\$200.00 /Trip
	ZONE 2/EACH TRIP		\$200.00 225.00 /Trip
	ZONE 3/EACH TRIP		\$200.00 250.00 /Trip
	ZONE 4/EACH TRIP		\$200.00 275.00 /Trip
6.11	DISTRIBUTION TRUCK RENTAL:		
	SPREADING PRICE/HOUR		\$115.00 125.00 /Hour
	SPREADING PRICE-O.T./HOUR		\$120.00 150.00 /Hour

PARAMOUNT PETROLEUM CORP., 1935 W MCDOWELL ROAD, PHOENIX, AZ 85009

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>ESTIMATED ANNUAL USAGE</u>	<u>UNIT</u>
	TRANSPORT STANDBY		
	TRANSPORT STANDBY/HOUR (after standard no charge allowance):	\$65.00 75.00	/hour
	State/define standard no charge allowance REQUIRED: 1 1/2	Hours	

STORAGE TANKER
STORAGE TANKER RENTAL/DAY RATE: \$250.00 /day

SEE SHEET 2 / ADD'L PRODUCT

STORAGE TANKER RENTAL/DAY RATE: \$250.00/day

6.12 LAYOVER PER NIGHT \$100.00/Night

Terms: 1% 10 Net 30

Vendor Number: W000000877 X

Telephone Number: 602-252-3061

Fax Number: 602-257-8831

Contact Person: Bonnie Hall

E-mail Address: bhall@ppcla.com

Company Web-Site: www.ppcla.com

Contract Period: To cover the period ending **MAY 31, 2008.**